

Lease, City Hall Space, for BRA Planning Dept.
LEASE

THIS INDENTURE OF LEASE made this day of May, 1961, under Section 26EE of Chapter 121 of the General Laws by and between the CITY OF BOSTON, a Massachusetts municipal corporation, hereinafter called the Lessor, and the BOSTON REDEVELOPMENT AUTHORITY, a public body politic and corporate in the City of Boston, hereinafter called the Lessee,

WITNESSETH that, in consideration of the rent and covenants herein reserved and contained on the part of the Lessee to be paid, performed and observed, the Lessor hereby demises, leases and lets to the Lessee the following described premises hereinafter called the demised premises, to wit, the entire tenth and eleventh floors of the Lessor's building known as its City Hall Annex and situate at 26 Court Street in Boston, Massachusetts, together with reasonable access thereto through the entrances, exits, corridors, stairways and automatic elevators of said building;

TO HAVE AND TO HOLD the demised premises with their appurtenances for the term of four years commencing with the first day of July, 1961, and ending with the thirtieth day of June, 1965;

YIELDING AND PAYING THEREFOR the annual rental of One Hundred Ten Thousand Dollars (\$110,000), payable at the office of the Lessor's Collector-Treasurer on the thirtieth day of June in the years 1962, 1963, 1964 and 1965, respectively.

THE LESSOR COVENANTS with the Lessee that during the term of this lease, except in cases of accident, break-down, suspension for inspection or repair, inability, in ordinary course of business, to obtain required water, fuel or electricity, embargoes, strikes or other causes beyond the Lessor's control, the Lessor, without charge other than the rent hereinbefore reserved, shall furnish to the demised premises: (a) heat to such extent and at such times as heat is usually furnished in office buildings in Boston; (b) hot and cold running water for the water fixtures on the demised premises to such extent as the

same is usually furnished in office buildings in Boston; (c) washing of windows, and sweeping and washing of floors, in the demised premises to such extent, at such intervals, and at such reasonable hours only as such work is usually performed in office buildings in Boston; (d) automatic elevator service; and (e) electricity.

THE LESSEE SHALL HAVE THE RIGHT immediately upon the execution of this lease, even though the term thereof has not commenced, to enter upon the demised premises and to make alterations therein and attach fixtures thereto; provided, however, that all alterations shall be made in accordance with plans and specifications approved by the Lessor's Assistant Commissioner of Real Property and shall become and be the property of the Lessor; and provided, further, that if the contract or contracts for such alterations are awarded in accordance with the procedure set forth in sections 44A to 44L, inclusive, of Chapter 149 of the General Laws, each year during the term of this lease one fourth of the cost of such alterations (including demolition incidental thereto) may be deducted from the annual rent payable under this lease.

THE LESSEE COVENANTS with the Lessor -

1. That the Lessee will pay to the Lessor the aforesaid rent at the times and in the manner aforesaid;
2. That the Lessee will neither make nor suffer any waste of the demised premises, but will keep the same in such repair, order and condition as the same are in at the commencement of said term or may be put in during the continuance thereof, damage by unavoidable casualty only excepted, and at the expiration of this lease will remove from the demised premises all goods and effects not the property of the Lessor and will peaceably yield up to the Lessor said premises and all alterations made thereto; and

3. That the Lessee will use the demised premises solely for its corporate purposes.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals the day and year first above written.

CITY OF BOSTON

By

Mayor

BOSTON REDEVELOPMENT AUTHORITY

By

Chairman